

MAY 19 1972

Honorable George L-P Weaver
Secretary
Board Site Committee
Washington Technical Institute
Washington, DC 20008

Dear Mr. Weaver:

Thank you for your letter of April 25, 1972, requesting a formal copy of the deed transferring the land which you defined in your letter.

We do plan to effect a transfer of jurisdiction to the District of Columbia, pursuant to Title 40, Section 122 of the U. S. Code upon completion of the Master Plan, which should be July of this year. It should be noted that this transfer of jurisdiction will not involve a transfer of deed as you requested. GSA shares your deep concern in this matter, since commencement of demolition cannot be undertaken until formal transfer of jurisdiction has taken place. However, this letter may serve as your notice of GSA's intent to transfer this land. You can be assured that all plans to transfer this property will be expedited.

If we can be of any further assistance, please feel free to let us know.

Sincerely,

Official & Reading Files (PMP), Lawson (PMP), Steele (PMP), Roush (PH), PLC, Brister (LB), Sampson (P), Price (PL), Kreger (A), Trimmer (AL)

PML:THilos:bah:5/8/72:6431

6556 due 5/4/72

PMRA

MR. BARTON

PMR

MR. KIDWELL

PH

MR. ROUSH

P

MR. PRICE

PMP

MR. STEELE

PL

MR. PRICE

P

MR. SAMPSON

(b) (6)

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GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



813 G STREET, N. W.
WASHINGTON, D. C. 20001

SEP 1 1972

(66)

Mr. Charles Conrad,
Executive Director
National Capital
Planning Commission
1325 G Street, N.W.
Washington, D. C. 20005

Subj: Transfer of Jurisdiction
of N.B.S. Site to District
of Columbia for Washington
Technical Institute

Dear Mr. Conrad:

I have been advised that as a result of meetings conducted by your staff, the proposed method of effecting the transfer has been revised to the following:

1. A transfer plat delineating the land to be transferred to the District of Columbia for the Washington Technical Institute with a reference to a Deed of Easements.
2. A separate Deed of Easement document for subsurface rights for the Washington Metropolitan Transit Authority.

This Department has no objections to your proceeding with the transfer in the above manner.

Very truly yours,

(b) (6)

S. A. CAPUTO,
Deputy Director of General Services

UNITED STATES OF AMERICA
GENERAL SERVICES ADMINISTRATION

Public Buildings Service
Washington, D.C. 20405



DATE: 11 SEP 1972
REPLY TO: Acting Commissioner, Public Building Service
ATTN OF:
SUBJECT: Transfer of Site Jurisdiction for the Washington Technical Institute Site
Acting Administrator

PURPOSE: This memorandum is to transmit the transfer of jurisdiction plat prepared by the DC Surveyor conveying a portion of the National Bureau of Standards Site to the District of Columbia Government for the use of the Washington Technical Institute. The purpose of this transmittal is to obtain the signature of the administrator which will constitute GSA's execution of this transfer.

BACKGROUND: After several meetings and negotiations with all key parties involved in the subject transfer it was mutually agreed to that the following legal transactions would be initiated and executed:

1. That GSA would execute a Deed of Easement under authority contained in 40 U. S. C. 319, to the Washington Metropolitan Area Transit Authority for subsurface rights and surface right-of-way agreed to by all key parties.
2. That GSA would transfer the aforementioned site jurisdiction under separate instrument to the District of Columbia excepting and reserving those rights under Deed of Easement conveyed to WMATA.

The National Capitol Planning Commission, at its September 7 meeting, approved the transfer of site jurisdiction on the basis of the foregoing actions and it was further agreed that the sequence of these actions would be as follows:

1. Upon completion of the transfer of jurisdiction plat, GSA would initiate the transfer by signing the plat. However, the National Capitol Planning Commission would hold their official execution pending GSA's execution of the Deed of Easement to WMATA.
2. Concurrent with GSA's execution of the transfer plat, we would initiate the necessary action to execute a Deed of Easement to WMATA. With a successful negotiation of this Deed of Easement with all key parties, GSA would then execute this deed concurrent with NCPC's execution of the transfer plat.
3. After execution of the transfer plat by NCPC, the District of Columbia then would initiate final execution of the plat which would consummate the entire transaction.

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We are currently negotiating a Deed of Easement to WMATA with all key parties and we anticipate executing this Deed of Easement the week of 9-11-72. Thus, we hope to obtain NCPC's execution of the transfer plat during that week.

We had previously advised NCPC that we would sign the transfer plat subsequent to their execution of the plat. However, in light of the latest actions and agreements we should sign the plat prior to their execution.

ACTION REQUESTED: Accordingly we request the administrator's signature on the attached transfer plat and upon receipt of this signature we request that the plat be returned to Mr. William Lawson for transmittal to the DC Surveyor. Mayor Washington will also be notified of this transaction.

(b) (6)



File in Site Register

UNITED STATES OF AMERICA
GENERAL SERVICES ADMINISTRATION



DATE: 8 MAY 1974

Public Buildings Service

Washington, DC 20405

REPLY TO
ATTN OF: Acting Chief, Sites and Relocation Branch (PMRAP)

SUBJECT: Deed of Easement
Regional Counsel (3L)

Enclosed for inclusion in the Site Registry is a fully executed
Deed of Easement relating to property in Square 1964, Lot 802
(4200 Connecticut Avenue, NW.).

(b) (6)

RONALD M. BROTHERS
Acting Chief
Sites and Relocation Branch
Space Management Division
Office of Operating Programs

Enclosure

Dec 7 2 05 PM '73

THIS DEED OF EASEMENT, made this 8th day of June 1973, by and between the United States of America, acting by and through the Administrator of General Services, under and pursuant to the powers and authorities contained in the provisions of the Act of October 23, 1962 (76 Stat. 1129, 40 U.S.C. 319), (hereinafter called the Grantor), and the Washington Metropolitan Area Transit Authority, acting by and through Jackson Graham, its General Manager (hereinafter called the Grantee).

WHEREAS, Grantor herein intends to make a transfer of jurisdiction to the District of Columbia of the hereinbelow described property and other property, both known formerly as the Bureau of Standards site, for the purposes of eventual use by the Washington Technical Institute; and

WHEREAS, Grantor herein also wishes in the public interest, to provide certain interests in real property by grant to Washington Metropolitan Area Transit Authority for Metro Rapid Rail Transit purposes within said site;

WITNESSETH that the parties hereto, in consideration of One Dollar and other good and valuable considerations mutually exchanged, the receipt and sufficiency of which are hereby mutually acknowledged, do this day agree as follows:

1. The Grantor, pursuant to 40 U.S.C. 319 and Paragraph 20 of the Washington Metropolitan Area Transit Authority Compact consented to and enacted by the Congress in Public Law 89-774, approved November 6, 1966, 80 Stat. 1324, 1333, does hereby grant to the Grantee, its successors and assigns (hereinafter the term Grantee shall mean the Grantee, its successors and assigns) the following described easements and rights-of-way for rapid transit facilities, in, upon, under and across those certain strips of land situated in the northwest portion of Washington, D.C., being part of the grounds to be transferred by the Grantor to the District of Columbia Government, and described as follows:

For the following seven (7) parts of a tract of land known for the purposes of assessment and taxation as Lot 802, Square 1964, described as follows:

- A. Subsurface rights and a right-of-entry to construct install, maintain, replace and/or remove a pedestrian tunnel, electrical substation, chiller plant and appurtenant facilities in the following area; BEGINNING for the same in the westerly line of Connecticut Avenue, N.W., said point being N 24° 26' 00" W, 224.17 feet from the intersection of the westerly line of Connecticut Avenue and the north line of Van Ness Street, N.W., and the point of beginning of the parcel herein to be described; proceeding thence perpendicular to the west line of Connecticut Avenue N.W.; S 65° 34' 00" W, 100.0 feet to a point; thence N 24° 26' 00" W, 140.0 feet to a point; thence N 00° 02' 00" E, 95.0 feet; thence S 89° 53' 00" E, 66.6 feet to a point in the west line of Connecticut Avenue N.W.; thence S 24° 26' 00" E, 198.87 feet to the beginning, containing 20,103.70 square feet.

All as shown on a plat of computation recorded in the Office of the Surveyor for the District of Columbia in Survey Book 195, Page 164. Such structures shall be not less than nine (9) feet below the surface of ground.

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6. Subsurface rights and a right-of-entry to construct, install, repair, maintain, replace and/or remove a tunnel for pipe and utilities to Building No. 8, as shown in the Master Plan, such tunnel area as described as follows: BEGINNING for the same at the end of the three (3) following courses and distances from the intersection of the westerly line of Connecticut Avenue, N.W., and the north line of Van Ness Street, N.W.: (1) along the westerly line of Connecticut Avenue, N.W., N 24° 26' 00" W, 224.17 feet; (2) S 65° 34' 00" W, 100.0 feet; (3) N 24° 26' 00" W, 73.0 feet to the beginning of the parcel herein to be described; proceeding thence S 65° 34' 00" W, 26.0 feet; thence N 85° 36' 00" W, 86.0 feet; thence N 4° 24' 00" E, 11.0 feet; thence S 85° 36' 00" E, 83.17 feet; thence N 65° 34' 00" E, 23.17 feet; thence S 24° 26' 00" E, 11.0 feet to the place of beginning containing 1,200.87 square feet.

All as shown on a plat of computation recorded in the Office of the Surveyor for the District of Columbia in Survey Book 195, Page 164. Such structures shall be not less than nine (9) feet below the surface of ground.

- C. Subsurface rights and a right-of-entry to construct, install, repair, maintain, replace and/or remove an access shaft or shafts with surface grates above such shaft or shafts in the planter area, as shown on the site plan approved on February 1, 1973, by the National Capital Planning Commission, together with the right to construct, install, repair, maintain, replace and/or remove cooling tower facilities to be placed on the roof of Building 8. Agreement as to location, cost, operation and maintenance of the referenced cooling tower facilities shall be incorporated in a separate instrument.
- D. Non-exclusive rights of ingress and egress from and to Connecticut Avenue, in, on, over and across the following described area: BEGINNING for the same in the west line of Connecticut Avenue, N.W., at the end of the following courses and distances from the intersection of the north line of Van Ness Street, N.W., and the west line of Connecticut Avenue, N.W., (1) N 24° 26' 00" W, 423.04 feet, said point being the southeast corner of Lot 801, Square 2047, and the place of beginning of the parcel herein described; proceeding thence S 24° 26' 00" E, 43.95 feet along the west line of Connecticut Avenue, N.W., thence N 89° 58' 00" W, 140 feet to a point; thence N 24° 26' 00" W, 43.95 feet to a point in the south line of Square 2047; thence S 89° 58' 00" E, 140 feet along the south line of Square 2047 to the place of beginning, containing 5,600 square feet.

All as shown on a plat of computation recorded in the Office of the Surveyor for the District of Columbia in Survey Book 195, Page 164.

- E. Subsurface rights and a right-of-entry to construct, maintain and operate main track tunnels and appurtenant facilities in the following area: BEGINNING for the same at a point S 24° 26' E, 92.93 feet from the intersection of the westerly line of a public alley in Square 1964 and the southerly line of Yuma Street, N.W., and proceeding thence S 24° 26' E, 121.09 feet; thence westerly along the arc of a circle deflecting to the left, the radius of which is 953.90 feet, an arc distance of 265.35 feet to the southerly line of said Yuma Street; thence along the southerly line of Yuma Street along the arc of a circle deflecting to the right, the radius of which is 1,125.0 feet, an

arc distance of 102.55 feet; thence along the arc of a circle deflecting to the right, the radius of which is 1,031.73 feet, an arc distance of 121.10 feet to the place of beginning, containing 15,027.07 square feet. The upper limit of this easement is 184 feet above the 1929 United States Coast and Geodetic Survey mean sea level datum with no lower limit.

All as shown on a Plat of Computation as recorded in the Office of the Surveyor for the District of Columbia in Survey Book 193, Page 233.

- F. Subsurface rights and a right-of-entry to construct, maintain, replace and/or remove a fan shaft and appurtenant facilities in the following area: BEGINNING for the same at a point in the southerly line of Yuma Street, N.W., said point being the two (2) following courses and distances from the intersection of said southerly line of Yuma Street and the westerly line of a public alley in Square 1964, (1) westerly along the arc of a circle deflecting to the left, the radius of which is 1,125.0 feet, an arc distance of 267.72 feet, (2) N 41° 38' 09" W, 33.11 feet to the beginning of the parcel herein to be described, proceeding thence S 5° 57' 34" W, 8.16 feet; thence N 84° 02' 26" W, 58.0 feet; thence N 5° 57' 34" W, 22.33 feet; thence S 89° 58' E, 8.55 feet; thence S 5° 57' 34" W, 7.71 feet; thence S 84° 02' 26" E, 41.0 feet; thence N 5° 57' 34" E, 0.42 feet, thence S 41° 38' 09" E, 11.52 feet to the point of beginning, containing 931.70 square feet. The upper limit of this easement is 220 feet above the 1929 United States Coast and Geodetic Survey mean sea level datum with no lower limit.

All as shown on a plat of computation recorded in the Office of the Surveyor for the District of Columbia in Survey Book 193, Page 233.

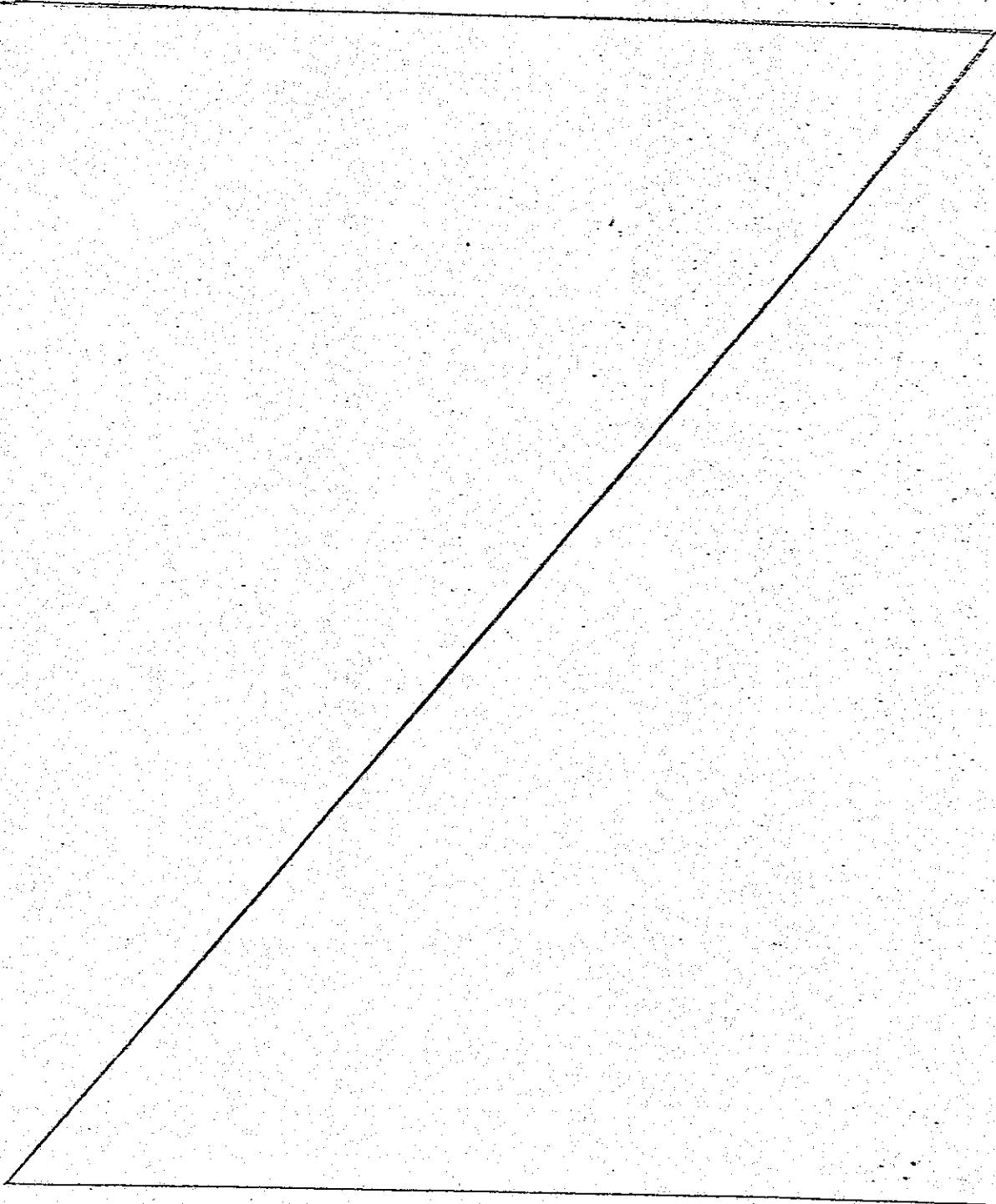
- G. Permanent surface rights and a right-of-entry to construct, maintain, replace, and/or remove a fan shaft surface opening in the following area: BEGINNING for the same at a point in the southerly line of Yuma Street, N.W., said point being the two (2) following courses and distances from the intersection of said southerly line of Yuma Street and the westerly line of a public alley in Square 1964, (1) westerly along the arc of a circle deflecting to the left, the radius of which is 1,125.0 feet, an arc distance of 267.72 feet; (2) N 41° 38' 09" W, 44.63 feet to the beginning of the parcel herein to be described, proceeding thence S 5° 57' 34" W, 0.42 feet; thence N 84° 02' 26" W, 41.0 feet; thence N 5° 57' 34" E, 7.71 feet; thence S 89° 58' E, 29.81 feet; thence S 41° 38' 09" E, 15.37 feet to the point of beginning, containing 337.88 square feet.

All as shown on a plat of computation recorded in the Office of the Surveyor for the District of Columbia in Survey Book 193, Page 233.

2. Rapid transit facilities are defined to include subsurface pedestrian tunnel, subsurface tunnel for utilities, access roadway, electrical substation, chiller plant; also, vent shaft and surface grates in the planter area. This grant shall be deemed to include solely within the easement granted, necessary subsurface rights to excavate for, construct, maintain, use and replace such facilities.

3. It is understood and agreed that the Grantor shall fully use and enjoy the property except for the easement herein granted. Where reference is made to the Grantor's property, the term "property" means the Grantor's foundations, footings, buildings, structures, vaults, facilities, sewers, pipelines, conduits, cables, drains, walks, and all other property of the United States of America within the Washington Technical Institute grounds.
4. The Grantee shall, modify the fan shaft at sole expense of the Grantee, one time only, in the event that adjustments are necessary as a result of changes to the existing grade due to subsequent campus development. The referenced adjustments shall not be more than five (5) feet above or below the elevation for which the fan shaft grates are constructed.
5. It is understood and agreed that the Grantee will carry insurance in amounts not less than \$5 million combined single limit, covering liability for injury to persons and property during the entire life of this easement, protecting the Grantor, its agents and employees against any and all loss, damage, claim, or liability due to personal injury or death, or damage to property of others directly or indirectly occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations or performance of work in connection with this easement.
6. The Grantee shall bear the entire cost, expense, and liability, if any, of excavating for, constructing, replacing, operating and maintaining the rapid transit facilities within the area of the easement rights hereby granted. It is agreed, however, that Grantee's obligation to construct, maintain, repair and/or reconstruct the above referenced surface access road shall be limited to a reasonable fair share of such costs, and the parties hereto contemplate a subsequent negotiation between Grantee, Grantor and the District of Columbia Government to determine an equitable cost-sharing arrangement. The Grantee agrees that all work upon or in connection with the facilities shall be done at such times and in such manner as to keep to a minimum any interference with the condition, use or operation of the Grantor's property, and except for the specific purpose of this agreement shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of the Grantor's business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism. For this purpose the Grantee shall inform the Grantor of the initiation and the completion of its work in the easement area.
7. The Grantee shall, in accordance with the highest standard of design and engineering practices, construct, operate and maintain the rapid transit facilities in a way that protects the Grantor's use and enjoyment of the Grantor's property, particularly in regard to minimizing the vibration, concussion and noise caused by the excavation for, construction, replacement, operation and maintenance of the subsurface transit tunnel facilities. The Grantee shall provide at its own expense such lateral and vertical support for the Grantor's property during construction as may be necessary to prevent damage to the Grantor's property during the construction, operation, or maintenance of the rapid transit facilities.

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8. Any use made of the areas described in this easement and any construction, maintenance, repair, or other work performed thereon by the Grantee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the Grantor.
 9. All work performed in accordance with the rights obtained under this easement shall be performed in a skillful and workmanlike manner. The Grantor may, in writing, require the Grantee, his contractor and all subcontractors, to remove from the work any employee the Grantor deems incompetent, careless, or otherwise objectionable. The Grantee shall arrange for satisfactory supervision of the construction, maintenance and operation of the rapid transit facilities.
 10. During the period when the construction work is in progress, the Grantee shall keep on the site a copy of the drawings and specifications and shall at all times give the Grantor's authorized representatives access thereto.
 11. The Grantee shall comply with the provisions of Executive Order No. 11246 of September 24, 1965, as amended, October 13, 1967, by Executive Order No. 11375, and with the rules, regulations and relevant orders of the Secretary of Labor. The Grantee agrees that the use made by the Grantee of these facilities will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d). The breach by the Grantee of conditions relating to non-discrimination shall constitute sufficient cause for cancellation and revocation of this easement.
 12. This easement shall be perpetual except that it shall terminate in whole or in part if there is a nonuse of the easement for a consecutive two-year period for the purpose for which granted once construction has started in the indicated areas, or if there has been a failure to comply with any of the terms and conditions set forth herein, or if there is an abandonment of the easement. The effective date of such termination shall be on the date of written notice of such termination to the Grantee, or its successors or assigns.
 13. Upon completion of construction of the rapid transit facilities within the property defined by this document, the Grantee shall promptly replace or restore, to a condition equivalent to that prior to the commencement of such construction, all facilities or any nature (including, but not limited to, sidewalks, streets, structures and utilities), which are situated below, on or above the surface of the land within or outside the property area described and defined in this document and which are damaged as a consequence of the construction, maintenance or operation of the rapid transit facilities. Thereafter, the Grantee shall remain similarly responsible for replacement and restoration of all facilities which are situated below, on and above the surface of the property described in this document and which are damaged as a consequence of the operation of the rapid transit facilities or the Grantee's performance of maintenance work thereon.
 14. The Grantee shall at all times keep the premises for the rapid transit facilities in a sanitary condition satisfactory to the Grantor.

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15. The Grantee shall comply with all applicable state, municipal and local laws and the rules, orders, regulations and requirements of Federal governmental departments and bureaus. In addition, Grantee agrees that the District of Columbia shall succeed to all rights of Grantor herein, upon effectuation of the hereinabove referenced transfer of jurisdiction in order that all covenants of Grantee herein may be enforceable by the District of Columbia.
16. The Grantor hereby grants to Grantee a right-of-entry, effective immediately, to commence any and all rapid transit construction activities hereinabove contemplated for the easement areas hereinabove described. The parties hereto agree that Grantee shall also be required to secure a right-of-entry from the District of Columbia prior to construction, whether or not transfer of jurisdiction has at that point been completed.
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IN WITNESS WHEREOF, the parties hereto have caused this Deed of

Easement to be executed and sealed as of the
1973.

8th day of June

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

By (b) (6)

(SEAL)

Title Contracting Realty Officer

WASHINGTON METROPOLITAN AREA TRANSIT
AUTHORITY

Acting by and through (b) (6)

By Gen Mgr

United States of America)
District of Columbia) ss:

I, Katharine W. Olsen, a Notary Public in and for the
District of Columbia, whose Commission as such expires on the 14th day of
August, 1975, do hereby certify that Robert A.
Crouch, party to a Deed of Easement bearing date on the
8th day of June, 1973, and hereto
annexed, personally appeared before me in said District, the said Robert A.
Crouch, being personally well known to me as (or proved
by the oath of credible witnesses to be) the person who executed the said
Deed, and acknowledged the same to be his act and deed.

Given under my hand and seal this 26th day of May, 1973

(b) (6)

Notary Public

United States of America)
District of Columbia) ss:

I, Les M. Angel, a Notary Public in and for the
District of Columbia, whose Commission as such expires on the 14th day of
January, 1977, do hereby certify that Jackson Graham
Graham, party to a Deed of Easement bearing date on the
8th day of June, 1973, and hereto annexed, personally
appeared before me in said District, the said Jackson Graham
Graham, being personally well known to me as (or proved by the oath of credible
witness to be) the person who executed the said Deed, and acknowledged the
same to be his act and deed.

Given under my hand and seal this 8th day of June, 1973

(b) (6)

Notary Public

My Commission Expires January 14, 1977